

COMMERCIAL LEASE

In consideration of the mutual promises and covenants contained in this COMMERCIAL LEASE (the "Lease"), Landlord and Tenant hereby agree:

1. FUNDAMENTAL LEASE PROVISIONS AND DEFINITIONS. The fundamental terms and conditions contained in this Section 1 shall apply with respect to this Lease. For purposes of this Lease, the capitalized terms listed in this Section 1 shall have the meaning(s), if any, set forth in this Section 1. In the event of any conflict between the terms and conditions contained in this Section 1 and the terms and conditions contained in any other section of this Lease, the terms and conditions of such other section of this Lease shall supersede and control.

Date of Lease: October 1, 2014

"Landlord": Most Worshipful Prince Hall Grand Lodge, Inc.

"Landlord's Address": 600 West Walnut Street

Milwaukee, WI

"Tenant": Milwaukee County Housing Division

"Tenant's Address:"
600 West Walnut Street
Milwaukee, WI_____

"Premises": Approximately 7925 square feet of rentable space located in the Building, as depicted on the attached Exhibit A.

"Building": The building(s) located at 600 West Walnut Street currently consisting of approximately 52,363 square feet of rentable area.

"Property": The Building, parking lot, driveways, land and other property interests owned and operated by Landlord in connection with the Building. The current description of the land is set forth on Exhibit B.

"Lease Term":

The term of this Lease. The Lease Term shall be for an initial term of approximately TWO (2) years, commencing on the Commencement Date and terminating on the Termination Date, except as otherwise provided in this Lease. Provided that Tenant is not in default under any of the terms and conditions of the Lease, Tenant shall have the option to extend the term of the Lease for 4 additional periods of 2 years each at the rent set forth in the definition of Base Rent. Tenant shall notify Landlord no later than 90 days prior to the expiration of the then current lease term of its intent to exercise the option. Failure of Tenant to exercise the option in strict compliance with the manner provided, shall automatically terminate the Tenant's right to exercise said Option.

" Commencement
Date:"

November 1, 2014

"Termination
Date:"

October 31, 2015

"Base Rent":

"Base Rent": The base rent due under this Lease, payable in advance in equal monthly installments, all as set forth below:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent Installment</u>
Year 1	\$99,062.50	\$8,255
Option Period (s)		
Year 2	Initial Base Rent plus CPI Inflation	
Year 3	Year 2 Rent plus CPI Inflation	
Year 4	Year 3 Rent plus CPI Inflation	
Year 5	Year 4 Rent plus CPI Inflation	

"Security Deposit": \$0

"Permitted Use": Lawful uses in connection with Milwaukee County Housing Staff Offices.

"Tenant's Proportionate Share": The square footage of the rentable area of the Premises as a percentage of the square footage of the rentable area of the entire Building. Tenant's Proportionate Share is currently 0% percent (0%) and, unless otherwise agreed by Landlord and Tenant, shall automatically changed based on any change to the rentable area of the Premises or the Building.

"Landlord's Work": Improvements to the Premises and other work, if any, to be performed by Landlord, as defined in Exhibit C.

"Tenant's Work": Improvements to the Premises and other work, if any, to be performed by Tenant, as defined in Exhibit D.

Exhibits: All exhibits attached to this Lease are hereby incorporated into this Lease by this reference including, without limitation, all of the following:

- Exhibit A Depiction of the Premises
- Exhibit B Description of the Land
- Exhibit C Landlord's Work
- Exhibit D Tenant's Work

2. DEMISE OF PREMISES; COMMON AREAS.

(a) Demise of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, for the term and upon the conditions set forth in this Lease.

(b) Common Areas. The use and occupancy by Tenant of the Premises shall include the non-exclusive use in common with others entitled thereto of any and all parking areas, driveways, loading facilities, and sidewalks within the Property, together with other facilities, all as may be designated from time to time by Landlord (collectively, the "Common Areas"). All Common Areas and facilities not within the Premises which Tenant may be permitted to use and occupy are to be used and occupied subject to Landlord's exclusive control, management, and discretion, and to regulations for the use thereof as may be prescribed by Landlord from time to time during the Lease Term including, without limitation, the designation by Landlord of parking spaces or other Common Areas for exclusive use by one or more tenant, occupant or user. Tenant shall be entitled to park in any underground or surface parking lots. Landlord reserves the right to increase, decrease, alter, add to or eliminate the Common Areas or portions thereof and to construct improvements thereon at its discretion including additions to the Building, and Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent with respect to any such changes, nor shall such changes be deemed constructive or actual eviction unless and to the extent any such changes render the Premises untenantable.

3. DELIVERY AND COMMENCEMENT.

(a) Delivery Date. If this Lease is entered into prior to the substantial completion of Landlord's Work, then Landlord shall notify Tenant of the date (the "Delivery Date") upon which the Premises will be delivered to Tenant with Landlord's Work substantially completed.

(b) Commencement Date. The Commencement Date of the Lease Term shall be the first to occur of:

- (i) The later of the Scheduled Commencement Date or the Delivery Date; or
- (ii) The date Tenant occupies the Premises for a Permitted Use.

(c) Failure to Deliver Premises. If the Commencement Date (as determined under Section 3(a)) has not occurred within 120 days of the Scheduled Commencement Date specified in Section 1, then each of Landlord and Tenant shall have the option to terminate this Lease, which option shall be exercisable by delivery of written notice thereof to the other party at any time prior to the Commencement Date, and upon any such termination neither party shall have any liability or obligation to the other as a result thereof.

4. **ACCEPTANCE OF PREMISES**. Tenant has inspected or waives any right to inspect the Premises prior to the effective date of this Lease and agrees to accept the Premises in "as is" condition.

5. **HOLDING OVER**. If Tenant shall retain or fail to deliver to Landlord possession of the Premises in accordance with this Lease after termination or expiration of this Lease, then (a) for each day or part thereof Tenant so retains or fails to deliver possession of the Premises, Tenant shall pay Landlord 100 percent the amount of the daily rate of Base Rent payable by Tenant pursuant to this Lease during the calendar month immediately preceding such termination or expiration plus 100 percent of the daily rate of all other amounts due Landlord under this Lease as if this Lease had been extended for such period plus any and all damages sustained by Landlord as a result of Tenant retaining or failing to deliver possession, and (b) if such retention of or failure to deliver the Premises is with the express or implied consent of Landlord, such tenancy shall be from month to month and in no event from year to year or any period longer than month to month.

6. **RENT**.

(a) Base Rent and Additional Rent. Tenant covenants and agrees that for the entire Lease Term Tenant shall pay to Landlord at Landlord's Address, or at such other place designated by Landlord, without prior demand and without deduction or set-off, rent for the Premises consisting of the Base Rent set forth in Section 1 and, as additional rent ("Additional Rent"), any and all other payments due from Tenant to Landlord under this Lease. Base Rent and Additional Rent shall be collectively referred to in this Lease as "Rent." Such payments shall be made in advance on or before the first day of each calendar month, or as otherwise provided in this Lease. Rent for any partial month at the beginning or end of the Lease Term shall be prorated based upon the actual number of days of such month included in the Lease Term, unless otherwise provided in this Lease.

(b) **Operating Costs and Real Estate Taxes**.

(i) Landlord is responsible for all Operating Costs and Taxes, and Utilities. Utilities is defined herein to include gas heat, electrical, water and sewer. Tenant shall be responsible for internet and phone service.

7. **INTENTIONALLY DELETED**.

8. **IMPOSITIONS**.

(a) Except as expressly provided in this Lease to the contrary, Tenant agrees to pay or cause to be paid in the name of Landlord as Additional Rent, before any fine, penalty, interest or cost is added thereto for the nonpayment thereof, all personal property taxes assessed with respect to the Premises or personal property located on the Premises and other ad valorem taxes on tangible property (all of which taxes, levies or other charges, levied or

assessed against Landlord or Tenant, are herein referred to as "Impositions"), which are assessed, levied, confirmed, imposed against or become a lien upon the Premises during the Lease Term.

(b) If at any time during the Lease Term, a tax or excise on rents or income or other tax however described (herein called "Rent Tax") is levied or assessed by the state in which the Premises are located or any political subdivision thereof on account of the rents hereunder or the interest of Landlord under this Lease, Tenant covenants to reimburse Landlord therefore. In no event shall Tenant be obligated to pay for any year, any greater amount by way of such Rent Tax than would have been payable by Landlord had the rentals paid under this Lease, upon which such Rent Tax is imposed, been the sole taxable income of Landlord for the year in question or to pay or to reimburse Landlord for any tax of any kind assessed against Landlord on account of any such Rent Tax reimbursement.

(c) Except to the extent provided in Section 8(b) hereof, nothing in this Lease shall require Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of Landlord, or any income, excess profits, or revenue tax or any other tax, assessment, charge or levy upon the rent payable by Tenant under this Lease, and all such taxes shall be paid or discharged by Landlord.

9. USE. The Premises shall be used and occupied only by Tenant, and Tenant is hereby affirmatively obligated for the entire Lease Term to use and occupy, and to continuously operate during normal business hours, the Premises, only for the Permitted Use and for no other purpose. Tenant shall use the Premises, and shall cause the Premises to be used in accordance with, all other terms and conditions of this Lease.

10. MAINTENANCE AND OPERATION.

(a) Subject to Tenant's obligations under this Lease, Landlord shall be obligated to keep and maintain in good order, condition and repair (including replacement if necessary) all exterior walls, foundation, structural walls, roofs and Common Areas included in the Building and the Property.

(b) Tenant shall be obligated to keep and maintain in good order, condition and repair (including replacement if necessary) the interior of the Premises and every part thereof and further including, without limitation, any and all maintenance, repair and/or replacement required in connection with any and all of the following: interior doors; interior windows; heating, ventilating, air conditioning and all other equipment and/or services, whether located inside or outside the Premises, intended to serve the Premises and not the premises of other tenants in the Building; and any floor, ceiling or other improvement or alteration made by or on behalf of Tenant, whether located inside or outside the Premises.

(c) Tenant shall keep and maintain the Premises in a clean, sanitary and safe condition in accordance with the laws of the state in which the Premises are located and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all private and governmental laws, orders, judgments, rules, standards, requirements, covenants, conditions and restrictions applicable to the Premises.

(d) Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and agrees to bond against or discharge any construction lien within ten (10) days after written request therefore by Landlord. Tenant shall reimburse Landlord for any and all reasonable costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same, such reimbursement to be made within ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses. The failure of Tenant to pay any such amount to Landlord within said ten (10) day period shall carry with it the same consequences as failure to pay any Rent.

(e) Tenant, at Tenant's sole expense, shall install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any governmental entity having jurisdiction thereof or any insurance underwriters insuring the Premises.

(f) If Tenant fails to perform any maintenance or other obligation required under this Section 10, Landlord shall have the option (but shall, in any case, have no obligation) to perform or attempt to perform such obligation and/or correct or cure or attempt to correct or cure such failure and Tenant shall indemnify, defend and hold harmless Landlord for any and all costs incurred by Landlord under this Section 10(f).

11. **ADDITIONAL COVENANTS OF TENANT.** Tenant agrees that Tenant shall, at Tenant's sole expense:

(a) Give Landlord, Landlord's agents, employees, mortgagees and any other person or persons authorized by Landlord, access to the Premises at all reasonable times without charge or diminution of Rent, to enable them to examine and inspect, view and/or show the Premises and to make such repairs, additions and alterations as Landlord may deem advisable (provided that Landlord is under no obligation to make any such examinations, inspections, viewings, showings, repairs, additions or alterations).

(b) Not do or permit to be done any act or thing on or about the Premises that constitutes a nuisance, that interferes with the rights of other tenants of the Property, or the use or enjoyment by such other tenants of their premises or the Common Areas, or that will invalidate or be in conflict with any certificate of occupancy, conditional use permit or the terms of any fire or other insurance policies covering the Premises and the fixtures and property therein; comply with all rules, regulations and requirements of the National Board of Fire Underwriters and any other similar body having jurisdiction, and not knowingly do or permit anything to be done in or upon the Premises, Property or Common Areas or bring or keep anything therein or use the Premises, Property or Common Areas in a manner which increases the rate of fire insurance upon the Premises, Property or Common Areas; and comply with all legal, health, fire and police regulations, laws and ordinances respecting the Premises, Property or Common Areas and not use the Premises, Property or Common Areas for any immoral or illegal purposes.

(c) Comply with all private and governmental laws, orders, judgments, rules, standards, requirements, covenants, conditions and restrictions applicable to the Premises, the Building or the Property including, without limitation, the Common Areas; and obtain and maintain at all times all certificates, licenses and other approvals required to occupy and/or operate the Premises in accordance with the Permitted Use.

(d) Observe any and all reasonable rules and/or regulations as from time to time may be adopted by Landlord in connection with this Lease, including, without limitation, any and all rules and/or regulations pertaining to the general safety, comfort and convenience of Landlord, Tenant and other occupants of the Premises, the Building or the Property including, without limitation, the Common Areas.

(e) Not place any signs, lettering or any other projection upon the Premises, the Building or the Property including, without limitation, the Common Areas, except pursuant to Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.

12. INSURANCE.

(a) Landlord agrees to carry, at Landlord's sole expense, a policy of Commercial General or Building Owner Liability Coverage, in which the limits of liability shall not be less than One Million Dollars (\$1,000,000) combined single limit per occurrence. Landlord shall furnish evidence of insurance coverage via a certificate of insurance to Tenant prior to the commencement date of this lease and include a 30 day written notice of cancellation or non-renewal. Landlord also agrees to carry, at Landlord's sole expense, a Commercial Property Insurance on the Building and associated physical structures for full replacement value. Landlord shall furnish evidence of insurance coverage via a certificate of insurance to Tenant prior to the commencement date of this lease and include a 30 day written notice of cancellation or non-renewal. Tenant agrees to carry, at Tenant's sole expense, a policy of commercial general liability and property damage insurance with respect to the Premises, and the business operated by Tenant and any subtenants of Tenant in the Premises, in which the limits of liability shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence.

(b) Tenant agrees to carry, at Tenant's sole expense, insurance against fire, vandalism, malicious mischief, , insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the Premises, in an amount equal to their full replacement value. If Tenant installs any electrical equipment that overloads the lines in the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

(c) All policies of insurance to be carried by Tenant under this Lease shall name Landlord, , and Tenant as insured. Such insurance may be furnished by Tenant under any blanket policy carried by Tenant or under a separate policy therefore. The insurance shall be with an insurance company authorized to do business in the state in which the Premises are located and a Certificate of Insurance evidencing such policies shall be delivered to Landlord prior to commencement of the Lease Term and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

13. WAIVER OF SUBROGATION. Notwithstanding anything in this Lease to the contrary, neither Landlord nor Tenant shall be liable to the other for loss arising out of damage or destruction of the Premises, or personal property or contents therein if such damage or destruction is caused by a peril included within a standard form of fire insurance policy, with full extended coverage endorsement added, issued in the state in which the Premises are located, to the extent that proceeds from such insurance are realized. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Landlord or Tenant, or their respective officers, employees, agents or customers. It is the intention and

agreement of Landlord and Tenant that each party shall look to its insurer for reimbursement of any such loss and that the insurer involved shall have no subrogation rights against the other party. Each party shall advise its insurance company of this release and such policy shall, if necessary, contain a waiver of any right of subrogation by the insurer against the other party.

14. **DAMAGE OR DESTRUCTION.** In case of damage to the Premises by fire, vandalism, malicious mischief or any other casualty, Landlord shall (unless this Lease shall be terminated as hereinafter provided) diligently proceed to make all the repairs necessary to restore the Premises (excluding any property of Tenant or improvements installed by Tenant) to substantially the same condition in which they existed immediately prior to such destruction or damage subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the control of Landlord; provided, however, that in no event shall Landlord be obligated to incur any costs or expenses in connection with such restoration in excess of the insurance proceeds actually received by Landlord. If Landlord does not substantially complete such repairs within one hundred eighty (180) days from the date of such casualty, Tenant may, within thirty (30) days thereafter, terminate this Lease effective as of the date of casualty by providing written notice thereof to Landlord. If Tenant does not so terminate the Lease within such 30-day period, or if Landlord has substantially completed the repairs prior to Tenant's delivery of the notice, this Lease shall remain in full force and effect. To the extent that the Premises are rendered untenable, the Rent shall equitably abate; provided, however, that if the damage is so extensive that Tenant cannot reasonably operate its business from the Premises, the entire Rent shall abate until Landlord substantially completes the repairs. Notwithstanding anything to the contrary contained in this Lease, if the Premises are damaged to such an extent that Landlord shall, in Landlord's sole discretion, determine not to rebuild or repair, Landlord may terminate this Lease upon not less than thirty (30) days' prior written notice to Tenant given within ninety (90) days of the date of such damage.

15. **LANDLORD'S LIABILITY.**

(a) Landlord shall not be liable to Tenant in connection with any injury, death, loss, damage, expense or other cost or liability of any kind suffered or incurred by third parties unless caused by the willful misconduct of Landlord or its officers, agents or employees, and only to the extent Tenant is not compensated therefore by insurance. Notwithstanding anything to the contrary contained in this Lease, in no event shall Landlord be liable to Tenant for any damage to the Premises or for any loss, damage or injury to any property of Tenant therein or thereon occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes (including without limitation, water, steam or refrigerant lines), sprinklers, tanks, drains, drinking fountains or washstands, the failure of any systems or facilities in the Premises or other similar cause at, in, above, upon or about the Premises; and Landlord shall not be liable for any loss or damage to person or property sustained by Tenant, or any other person or entity, which may be caused by the Premises, or any appurtenances thereto, being out of repair, or by theft, vandalism, crime or other wrongdoing, or by any act or neglect of any other person or entity.

(b) Notwithstanding anything in this Lease to the contrary, the liability of Landlord to Tenant for any default by Landlord under the terms of this Lease or otherwise relating to this Lease shall be limited to the proceeds of sale of Landlord's interest in the Premises, as such interest may from time to time be encumbered; and neither Landlord nor any shareholder, member, partner, officer, director, agent or principal of Landlord shall be liable for any deficiency.

16. INDEMNIFICATION. Tenant and Landlord agree to indemnify, defend, and hold harmless the other party and their elected officials, officers, employees, and agents, against any and all liability, losses, charges, fines, costs, or expenses including attorneys' fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional, or negligent acts or omissions of the indemnifying party or any officers, employees, agents, or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices, civil rights or environmental liability and impairments arising out of this Agreement. Milwaukee County's liability shall be limited by Wisconsin State Statute 345.03(3) for automobile and 893.80 (3) for general liability.

17. UTILITIES. Tenant shall pay or cause to be paid all charges, expenses and costs relating to gas, electricity, water, sewerage, heat or other fuel or power or any other utility or service used, rendered or supplied upon or in connection with the Premises. Tenant shall pay to have all utilities separately metered or Tenant shall reimburse Landlord for Tenant's share of all utilities that are not separately metered, which Tenant's share shall be determined by Landlord in Landlord's reasonable discretion. Landlord does not warrant that any of the services referred to in this Lease will be free from interruption, curtailment or suspension, Tenant acknowledging that any one or more of such services may be suspended by reason of accident or repairs, alterations or improvements, or by reason of causes beyond the control of Landlord. No interruption, curtailment or suspension of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from the full and complete performance of all of Tenant's obligations under this Lease, nor shall there be any abatement of Rent or other charges.

18. IMPROVEMENTS AND ALTERATIONS. Except as expressly provided to the contrary in this Lease, any and all alterations, installations, additions, and improvements ("Improvements") to the Premises shall be made only upon the written approval of Landlord, which approval may be withheld in Landlord's sole discretion. Improvements by or on behalf of Tenant shall be made at Tenant's sole cost and expense and any contractor or person selected by Tenant to make Improvements must first be approved in writing by Landlord. All Improvements, together with all repairs required to be made by Tenant, shall be made in a good and workmanlike manner and in compliance with all governmental requirements and rating bureau recommendations, and shall be performed by competent and qualified persons or entities. Tenant shall obtain all necessary permits from governmental authorities and provide Landlord with copies thereof prior to commencing construction of any Improvements. Tenant shall promptly repair any damage and perform any necessary cleanup to the Premises resulting from any Improvements made by Tenant. All Improvements, temporary or permanent (except trade fixtures, furniture and equipment belonging to Tenant which are removable) in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises (except to the extent Landlord requires such Improvements to be removed as provided in Section 25), all without compensation, allowance or credit to Tenant and shall not constitute Additional Rent or payment in lieu of Rent. Tenant agrees not to create, incur, impose, permit or suffer to exist any lien or other obligation against the Premises or Landlord by reason of any Improvement or any repair or decoration permitted or required to be made by Tenant pursuant to this Lease, and Tenant agrees to indemnify, defend and hold harmless Landlord from and against any such lien claim. At its expense, Tenant shall cause to be discharged, within ten (10) days of the filing thereof, any construction lien claim filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to, or on behalf of Tenant; provided, however, that in the event of a good faith dispute by Tenant as to the validity of such lien, Tenant shall have the right, in lieu of discharging said lien, to furnish

Landlord within such ten day period, with a bond satisfactory to Landlord, indemnifying Landlord against loss by reason of any such lien.

19. EMINENT DOMAIN. This Section 19 shall apply in the event any portion of the Premises is taken or condemned in any manner for any public or quasi-public use or purpose, or sold or otherwise transferred in lieu of any such condemnation or taking (and any such event(s) shall be referred to in this Lease by terms such as "Taken," "Taking" and "Takings").

(a) In the event the entire Premises are Taken permanently or temporarily for a material portion of time (but in any case not less than 180 days), this Lease shall terminate as of the date of such Taking and Tenant shall have no interest in any award resulting from such taking except for relocation expenses (if Tenant is entitled to relocation expenses by applicable law).

(b) In the event a material portion of the Premises is permanently Taken or temporarily Taken for a material period of time, such portion shall be deemed not to constitute a part of the Premises during the period of the Taking and, unless Landlord, at Landlord's option, has replaced the portion Taken with materially similar premises, then Rent shall be equitably adjusted, unless Landlord or Tenant shall elect to terminate this Lease as of the date of such Taking by delivering written notice to the other party within sixty (60) days of the date of such Taking; provided Tenant's right to terminate this Lease as a result of any such partial Taking shall only arise if such partial Taking prevents Tenant from operating its business at the Premises in a reasonable manner.

20. ASSIGNMENT AND SUBLETTING.

(a) Tenant shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or encumber this Lease (collectively, an "Assignment"), nor sublet the whole or any part of the Premises (a "Subletting"), without first obtaining Landlord's written consent, which consent may be withheld in Landlord's reasonable discretion. Consent to any Assignment or Subletting shall not operate as a waiver of the necessity of a consent to any subsequent Assignment or Subletting, and the terms of such consent shall be binding upon any person or entity holding by, under or through Tenant. Any transfer of this Lease by merger, consolidation, reorganization or liquidation, or any material change in the ownership or control of Tenant, shall constitute an Assignment for the purpose of this Section 20.

(b) Any assignee or subtenant approved by Landlord shall assume all obligations of Tenant and shall be jointly and severally liable with Tenant for the payment of Rent and performance of all terms, covenants and conditions of this Lease. In connection with any proposed Assignment or Subletting, Tenant shall provide Landlord with copies of the following: (i) all assignments, subleases and other instruments of such Assignment or Subletting; (ii) financial information relevant to the proposed Assignment or Subletting; and (iii) any other information reasonably requested by Landlord to enable it to make an informed decision regarding such Assignment or Subletting.

(c) Tenant shall indemnify, defend and hold harmless Landlord from and against any claims, damages, obligations, liabilities, expenses and/or costs, including, without limitation, actual attorneys' fees, suffered or incurred by Landlord relating to any Assignment or Subletting or proposed Assignment or Subletting.

21. DEFAULT BY TENANT AND RIGHTS OF LANDLORD.

(a) If at any time during the Lease Term there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for liquidation, reorganization or involuntary dissolution or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with creditors, this Lease, at the option of Landlord, may be cancelled and terminated and, in such event, neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the same, and Landlord, in addition to the other rights and remedies Landlord has by virtue of this Lease or any statute or rule of law, may retain as security for its damages any Base Rent, Additional Rent, or monies received by Landlord from Tenant or others on behalf of Tenant.

(b) If Tenant fails to pay rent when due, or commits waste, or breaches any other covenant or condition of this Lease, this Lease may be terminated if the Landlord gives the Tenant notice requiring the Tenant to pay the rent, repair the waste, or otherwise comply with the lease on or before a date at least 30 days after the giving of the notice, and if the Tenant fails to comply with the notice. Tenant shall be deemed to be complying with the notice if promptly upon receipt of the notice the Tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the Landlord and the Tenant makes a bona fide and reasonable offer to pay the Landlord all damages for the Tenant's breach; but in case of failure to pay rent, all rent due must be paid on or before the date specified in the notice.

(c) If Tenant shall default in the observance or performance of any term or covenant on its part to be observed or performed under or by virtue of any of the terms and provisions in any section of this Lease, or if Tenant shall fail to pay any sum of money, other than Base Rent and Additional Rent, required to be paid by Tenant hereunder, Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligations to make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease, attempt to remedy such default for the account and at the expense of Tenant, immediately and without notice in case of emergency, or in any other case only upon Tenant's failure to remedy such default within ten days after Landlord shall have notified Tenant in writing of such default. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default including, but not limited to, actual attorneys' fees in instituting, prosecuting or defending any action or proceeding, Tenant shall pay to Landlord as Additional Rent such sums paid or obligations incurred, with costs and interest at the rate of ten percent (10%) per year or the maximum rate permitted by applicable law, whichever is lower. In any event, Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment of sums due under this section as in the case of default by Tenant in the payment of Rent.

(d) Tenant hereby agrees to pay Landlord and to indemnify, defend and hold harmless Landlord for any and all costs, including, without limitation, actual attorneys' fees and expenses, incurred in enforcing or attempting to enforce the terms and conditions of this Lease or any other rights or remedies available Landlord.

22. SALE OR MORTGAGE OF LANDLORD'S INTEREST; ESTOPPEL CERTIFICATES.

(a) Landlord may sell, assign, mortgage or otherwise transfer or encumber, in whole or in part, all or any portion of Landlord's interest in the Premises, the Property, this Lease and/or its reversion hereunder. Landlord shall require any transferee to accept the interest transferred subject to this Lease. The transfer shall release Landlord from any further liability (but not prior obligations) to Tenant hereunder and, after any such transfer, Tenant shall look solely to the transferee for the performance of the obligations of the party who from time to time is the landlord under this Lease so long as such transferee agrees in writing to recognize Tenant's rights under this Lease. If Landlord transfers to such a transferee any other security Landlord holds for performance of Tenant's obligations hereunder and so notifies Tenant, Landlord shall have no further liability to Tenant concerning such security and Tenant shall henceforth look solely to the transferee.

(b) Within ten (10) days after written request from Landlord and/or its designee, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the dates to which Rent and any other charges payable by Tenant hereunder are paid in advance, if any, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder or specifying such defaults if any are claimed, and (iii) in case of a transfer of Landlord's interest, attorning to the transferee. Tenant hereby acknowledges that prospective purchasers and encumbrancers of the Premises (or of property of Landlord of which the Premises are a part) may incur obligations or extend credit in reliance upon the representations of Tenant contained in such statement. Tenant's failure to deliver such statement to Landlord within said ten (10) day period shall conclusively evidence Tenant's representation and agreement that: this Lease is in full force and effect, without modification, except as Landlord may represent; there are no uncured defaults in Landlord's performance hereunder; and Tenant has not paid more than one month's Rent in advance.

23. SUBORDINATION. This Lease, and the term and estate hereby granted, and all of the rights of Tenant hereunder, shall, at Landlord's option, be subject and subordinate to any underlying leases and the liens of any mortgage or mortgages now or hereafter in force against the Premises and/or the Property, as well as to any and all zoning laws, ordinances and regulations, conditions and agreements affecting said real estate at any time, and subordination shall be effective, at Landlord's option, without any requirement that Tenant sign any instrument or document or take any additional action. However, Tenant shall, within ten (10) days of any request from Landlord, execute such reasonable and/or customary instruments and documents and take such reasonable and/or customary actions to evidence the subordination of this Lease to the lien or liens of any such lease or mortgage.

24. QUIET ENJOYMENT. Landlord covenants that if Tenant shall pay the Rent and observe and perform all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease.

25. SURRENDER OF PREMISES. Upon the termination of this Lease for any reason, Tenant shall remove Tenant's personal property, goods, effects and fixtures and those of any other persons or entities claiming under Tenant, and quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are at the

commencement of this Lease or thereafter may be improved by Landlord and Tenant, reasonable use and wear thereof, condemnation, and fire or other casualty excepted. If required by Landlord, Tenant shall also remove any Improvements made by Tenant during the Lease term. Goods and effects not removed by Tenant at the termination of this Lease shall be considered abandoned and Landlord may dispose of the same as Landlord deems expedient, but Tenant shall promptly reimburse Landlord for any reasonable expenses incurred by Landlord in connection therewith (net of any salvage value received by Landlord) including, without limitation, the cost of removal thereof and of repairing, to the reasonable approval of Landlord, any damage occasioned by such removal. Tenant shall repair any damage to the Premises resulting from the removal of Tenant's personal property, goods, effects, fixtures and Improvements.

26. HAZARDOUS MATERIALS.

(a) Tenant agrees that Tenant, its agents and contractors, licensees or invitees shall not handle, use, manufacture, store or dispose of any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, asbestos or other similar substances, petroleum products or derivatives or any other materials harmful to human health or the environment (collectively "Hazardous Materials") on, under or about the Premises, without Landlord's prior written consent, provided that Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials, which products are of a type customarily used in connection with the Permitted Use, provided further that Tenant shall handle, store, use and dispose of any such Hazardous Materials in a safe and lawful manner and shall not allow such Hazardous Materials to contaminate the Premises or the environment.

(b) Without limiting the above, Tenant shall reimburse, defend, indemnify and hold Landlord harmless from and against any and all claims (whether pending or threatened and expressly including strict liability), losses, liabilities, damages, costs (including, without limitation, the costs of any required or necessary investigation, repair, cleanup, remediation or detoxification and the preparation of any closure or other required plans in connection therewith, whether voluntary or compelled by governmental authority), expenses, actions, demands, judgments, penalties, or injuries to or by any person or entity (including, but not limited to, any governmental entity, adjacent or affected landowner, employees or other invitees of future owners or occupants, private party or other third party) including, without limitation, loss of rental income, loss due to business interruption and actual attorneys' and consultants' fees and costs and litigation expenses, arising out of or in any way connected with the use, manufacture, storage or disposal of Hazardous Materials by Tenant, its agents or contractors on, under or about the Premises or the violation by Tenant of any laws regarding human health or the environment with respect to the Premises. The indemnity obligations of Tenant under this clause shall survive any termination of this Lease.

27. SECURITY DEPOSIT. Tenant shall provide Landlord with one or more forms of security for the full and faithful performance of every term and condition of this Lease to be performed by Tenant (collectively, the "Security"), which Security shall include, without limitation, any and all of the following: the amount designated as the Security Deposit in Section 1, which Security Deposit Tenant shall deliver to Landlord at or prior to the time of Tenant's execution of this Lease, by cashier's check, wire transfer or other method of payment acceptable to Landlord; any letters of credit or other forms of security that Tenant provides to Landlord relating to this Lease; and any other amounts that Tenant deposits with or delivers to Landlord relating to this Lease, including, without limitation, any and all escrows, advances or other amounts held by Landlord in connection with taxes, assessments, Impositions and/or Rent Tax, if any. In the event of any breach, default or other failure by Tenant with respect to any term

or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the Security to the payment of any sum in default, or any other sum which Landlord may be required to spend or incur by reason of Tenant's failure, or any other sum which Landlord may in its reasonable discretion deem necessary to spend or incur on Tenant's behalf or by reason of Tenant's failure. (Nothing in this Lease shall be construed to create or imply an obligation on the part of Landlord to pay or incur any amount on Tenant's behalf or by reason of Tenant's failure.) In such event, Tenant shall upon demand deposit with Landlord such amount as is required to replace all funds removed from the Security by Landlord in accordance with this paragraph. If Tenant shall have fully complied with all of the covenants and conditions of this Lease, but not otherwise, the amount of the Security Deposit then held by Landlord shall be repaid to Tenant within 30 days after the expiration or sooner termination of this Lease. In the event of any breach, default or other failure by Tenant with respect to any term or condition of this Lease, Landlord's right to retain the Security shall be deemed to be in addition to any and all other rights and remedies available to Landlord under this Lease, at law or in equity.

28. MISCELLANEOUS PROVISIONS.

(a) The titles to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

(c) Waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Lease, regardless of Landlord's or Tenant's knowledge of such preceding breach at the time of acceptance or payment of Base Rent or Additional Rent.

(d) This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Base Rent, Additional Rent, Tenant's use and occupancy of the Premises and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

(e) Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect. If the intent of any sections of this Lease so indicate, the obligations of Landlord and Tenant pursuant to such sections of this Lease shall survive the termination of this Lease.

(f) No payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent, Additional Rent and other charges stipulated herein shall be deemed to be other than on account of the earliest stipulated Base Rent, Additional Rent or other charges, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent, Additional Rent and other charges or pursue any other remedy in this Lease.

(g) All notices that Landlord or Tenant may be required, or may desire, to serve on the other may be served by facsimile, personal service or by mailing by registered or certified mail, at Landlord's Address or Tenant's Address, as applicable, set forth in Section 1, or at such address and/or or facsimile number, as the parties may from time to time designate to the other by written notice in accordance with this Section 28(g). The time of rendition of such notice shall be deemed to be the time when the notice is either sent via confirmed facsimile, personally delivered or deposited in the mail as herein provided.

(h) Time periods or deadlines for Landlord's or Tenant's performance under any provisions of this Lease (except for the payment of money) shall be extended for periods of time during which the nonperforming party's performance is prevented due to labor disputes, embargoes and acts of God, war or other strife.

(i) This Lease shall be governed by the laws of the state in which the Premises are located.

The parties hereto have executed or caused this Lease to be executed as of the Date of Lease provided in Section 1 of this Lease.

LANDLORD:

By: _____

Its: _____

TENANT:

By: _____

Its: _____

Reviewed by:

Approved for execution:

By: _____ Date: _____
Risk Management

By: _____ Date: _____
Corporation Counsel

Approved:

Approved:

By: _____ Date: _____
Comptroller

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

EXHIBIT A
TO COMMERCIAL LEASE

Depiction of the Premises

[To be attached]

EXHIBIT B
TO COMMERCIAL LEASE

Description of the Land

[To be attached]

EXHIBIT C

Landlord's Work

Landlord shall, at Landlord's cost, perform or cause to be performed all improvements and other work with respect to the Premises as set forth in this Exhibit C (collectively, "Landlord's Work"). Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be obligated to incur any costs for any Landlord's Work in excess of an amount equal to \$ 50,000 (the "Landlord's Work Expense Cap"), and Tenant shall be obligated to reimburse Landlord for all costs in connection with Landlord's Work in excess of Landlord's Work Expense Cap, which reimbursement shall be made within 30 days of written request from Landlord. In the event that the tenant does not exercise its option to renew the lease for an additional 1 year period beyond the initial lease term or tenant fails to satisfy its lease obligations for such renewal period, tenant shall be responsible for one half of the cost of the Landlord's Work.

Landlord's Work shall include all of the following:

1. Two secured entry ways to specifications of Housing Division
2. New Carpeting for the entire premises
3. Adding wall and door for 1 office to specifications of Housing Division
4. Removing Mail slots to make solid wall
5. Wiring for electrical, phone and IT in each office to specifications of Housing Division
6. Painting the entire premises.
7. Patch and replace ceiling tiles and walls as needed.
8. Ensure ADA access to premises including repair of existing ramp.
9. Removal of Sink and counter top in Supply room

EXHIBIT D

Tenant's Work

NONE